

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Kenneth Rosenberg,

Plaintiff,

STIPULATION

v.

Case No.: 15-cv-6773 (LAK)

Eitan Misulovin,

Defendant.

The attorneys, on behalf of their respective parties, and with full authority to so act, hereby stipulate and agree as follows:

1. The Personal Guarantee by which Eitan Misulovin, and Russel Kaplan guaranteed a May 1, 2010 Promissory Note shall be deemed modified for the purposes of this litigation to provide that it was executed

"in order to induce **KENNETH ROSENBERG** ("Lender") to enter into a Promissory Note dated May 1, 2010 to **PETROEXPORT LTD.** ("Borrower") for a loan of Five Hundred Thousand Dollars (\$500,000.00)..."

2. The below parties further agree that the fact that the Personal Guarantee provided for notice being sent to Kenneth Rosenberg at an address in Quogue, New York shall not constitute an admission that, as of the commencement of this action, Kenneth Rosenberg was a citizen of the State of New York.

DATED: January 12, 2016

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GANZ WOLKENBREIT & SIEGFELD, LLP

SURIS & ASSOCIATES, P.C.

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